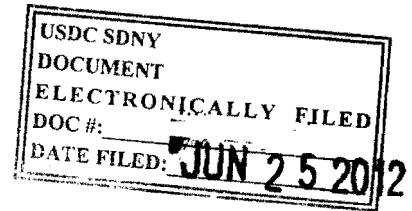


*CE TKEV, J*



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

RASHIID MONROE AND JACQUELYN MAPLES,

Plaintiffs,

**STIPULATION OF SETTLEMENT  
AND ORDER OF DISMISSAL**

-against-

THE CITY OF NEW YORK, GREGORY SMITH, 11 CV 7399 (JPO)  
NANCY VASQUEZ, and "JOHN DOE" #1-6,

Defendants.

-----X

**WHEREAS**, plaintiffs commenced this action by filing a complaint on or about October 19, 2012, alleging that the defendants violated plaintiffs' federal civil and state common law rights were violated; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiffs have authorized their counsel to settle this matter on the terms enumerated below; and

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-captioned action, Monroe, Rashid, et al., v. City of New York, et al., 11 CV 7399 (JPO), (S.D.N.Y.) ("this action"), is hereby dismissed against the defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff, RASHIID MONROE, the sum of SEVEN THOUSAND DOLLARS (\$7,000), in full satisfaction of all claims, including all claims for costs, expenses, and attorneys' fees. In consideration for the payment of this sum to Rashiid Monroe, plaintiffs RASHIID MONROE and JACQUELYN MAPLES agree to the dismissal with prejudice of all the claims against the defendants, City of New York, Detective Gregory Smith, Detective Nancy Vasquez and the individuals named as "John Doe 1-6", and to release all defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs' civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff RASHIID MONROE shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Plaintiff JACQUELYN MAPLES shall execute a Stipulation of Dismissal with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

5. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

7. Plaintiffs agree to hold harmless the defendants, City of New York, Detective Gregory Smith, Detective Nancy Vasquez and "John Doe 1-6", regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Eugene M. Bellin, Esq.  
233 Broadway,  
Suite 2201  
New York, NY 10279  
(212) 267-9100  
(212) 267-4148 (fax)  
*Attorney for Plaintiffs*

By: Eugene M. Bellin  
Eugene M. Bellin, Esq.

Dated: New York, New York  
June 18, 2012

Dated: New York, New York  
June 25, 2012

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants*  
100 Church Street, Rm. 3-154  
New York, New York 10007  
(212) 442-6831

By: [Signature]  
Rudyard W. Ceres  
Assistant Corporation Counsel

Dated: New York, New York  
June 20, 2012

SO ORDERED:

[Signature]  
HONORABLE J. PAUL OETKEN  
UNITED STATES DISTRICT JUDGE

[Signature]